

Exhibit A



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March 31, 2016

VIA EMAIL AND EXPRESS MAIL

Ricardo Salazar
Top Media, Inc.
2727 Pellissier Place, Suite B
City of Industry, CA 90601

Re: Termination of BDA License Agreement

Dear Mr. Salazar:

We write to inform you that Blu-ray Disc Association ("BDA") hereby **terminates** the Blu-ray Disc Read Only Format 2.0 and Logo License Agreement entered between BDA and Top Media, Inc. on September 25, 2012 (the "License Agreement"), **effective immediately**.

BDA requires all of its licensees to obtain First Product Model Verification ("FPMV") for any and all products bearing BDA trademarks or incorporating BDA technology. Although Top Media started manufacturing and selling Media Products nearly three years ago, it never satisfactorily completed the FPMV process for these products. BDA has reminded Top Media of its FPMV obligations *dozens* of times over the past three years, and has provided Top Media with clear and explicit instructions how to complete the process. Top Media has either falsely indicated that it started the FPMV process, provided excuses as to why it had not started the FPMV process, or simply ignored BDA's correspondence. Top Media finally initiated the FPMV process last month, but the product samples it submitted failed the minimum "self-test" requirements required of BDA licensees. Top Media has ignored all correspondence from BDA and its testing facilities regarding the "self-test" failure and other shortcomings of its Media Product samples.

Sections 5.1 and 5.2 of the License Agreement indicate that the FPMV must be obtained before the licensee can begin selling or manufacturing the BDA products. See **Exhibit A**. As outlined above, Top Media has plainly breached these terms.

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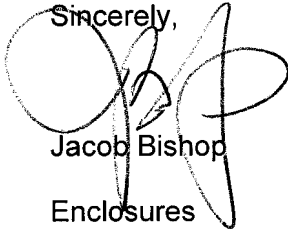
Agreement.” Section 14.3 goes on to state that either party may terminate the License Agreement immediately in the event of a Material Breach by the other party.

In light of the foregoing, BDA demands that Top Media immediately:

- cease manufacture, distribution, shipment, and sale of **any and all** products that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks; and
- destroy **any and all** products in Top Media’s possession that utilize the Blu-ray Disc format, incorporate BDA technology, or bear BDA trademarks.

For the avoidance of doubt, this termination applies to **all** products, not just Media Products, and applies to both Top Media and any of its affiliates. This termination is without prejudice to any rights or claims that BDA may have against Top Media and/or its affiliates that arose during the term of the License Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "JB", is written over the name "Jacob Bishop".

Jacob Bishop

Enclosures

4.2 In the event that the Licensor hereafter grants to any third party, a license with respect to the BD-ROM Format Specifications, the Logo and the RPC Logo under a newly revised form "Blu-ray Disc Read Only Format 2.0 and Logo License Agreement" whose terms and conditions are materially different from terms and conditions hereof, then Licensor shall notify Licensee thereof, and shall offer Licensee the option to be licensed under the terms and conditions of the new form "Blu-ray Disc Read Only Format 2.0 and Logo License Agreement".

5. Verification for Compliance with the Specifications and the Content Protection Obligations

5.1 All BD-ROM Products (with or without Firmware Updates), excluding BD-ROM Tester, that are manufactured, have manufactured and/or sold by Licensee and its Licensed Affiliates shall be Compliant. If Licensee or any of its Licensed Affiliates sells any BD-ROM Products (with or without Firmware Updates) to third parties other than end-users, Licensee or any such Licensed Affiliate shall take reasonable steps to ensure that such third parties will not modify such BD-ROM Products and that such BD-ROM Products, excluding BD-ROM Tester, remain Compliant. If Licensee or any of its Licensed Affiliates makes available a Firmware Update to consumers, such Firmware Update shall not render its Target BD-ROM Model non-Compliant.

5.2 Licensee and its Licensed Affiliates shall not sell, use, import, export or otherwise dispose of a BD-ROM Verification Product or make available any Firmware Update to consumers until such BD-ROM Verification Product or Target BD-ROM Product Model has satisfied its Verification Obligations. For each such BD-ROM Verification Product or Firmware Update, Licensee's or its Licensed Affiliate's compliance with its Verification Obligations, coupled with passage of all of the Test Items in the applicable Test Specification, shall entitle Licensee or such Licensed Affiliate to a rebuttable presumption that the applicable BD-ROM Verification Product or Target BD-ROM Product Model was Compliant at the time of such verification.

5.3 Notwithstanding anything to the contrary in this Agreement, a Licensee or Licensed Affiliate in the license category of BD-ROM Movie Media shall not be responsible for verification or the Compliance of the BD-ROM Commercial Audiovisual Content contained on such BD-ROM Movie Media if and to the extent such BD-ROM Commercial Audiovisual Content is manufactured by a Fellow Licensee, provided Licensee or such Licensed Affiliate either (i) confirms that the applicable Fellow Licensee is listed on the BDA website as a licensee in the license category of BD-ROM Commercial Audiovisual Content, or (ii) obtains written notice from such Fellow Licensee reasonably documenting that such Fellow Licensee is licensed in the license category of BD-ROM Commercial Audiovisual Content.

5.4 For the avoidance of doubt, Licensee's or Licensed Affiliates' use, manufacture, marketing, or sale of purported BD-ROM Products (with or